

Particulars of a mortgage or charge

395

CHFP025

Please do not
write in
this margin

***Please complete
legibly, preferably
in black type, or
bold block lettering***

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

2002.9.2

**To the Registrar of Companies
(Address overleaf - Note 6)**

For official use

Company number

1-1-2

1406599

Name of company

* Crest Nicholson (Chiltern) Limited

Date of creation of the charge

27 March 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

The Charge Legal Mortgage dated 27 March 2007 between (1) Crest Nicholson (Chiltern) Limited and (2) Lidl UK GmbH

Amount secured by the mortgage or charge

The deferred payment of £1,995,000.00 (plus interest at 4% above the base rate of Barclays Bank plc in respect of any late payment) due from Crest Nicholson (Chiltern) Limited (the Chargor) to Lidl UK GmbH (the Chargee) pursuant to an agreement between the Chargor and Chargee dated 26 January 2007.

Names and addresses of the mortgagees or persons entitled to the charge

Lidl UK GmbH (Company Number FC17929) registered office at 19 Worples Road, Wimbeldon, London

Postcode SW19 4JS

Presentor's name address and
reference (if any):

Clarke Willmott
138 Edmund Street
Birmingham
B3 2ES

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

TUESDAY



*AFA/COEX

A26

03/04/2007

554

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

By way of legal mortgage as continuing security with full title guarantee:

the freehold property known as 309 Ruislip Road East, Greenford ('the Property') with all buildings and fixtures now or hereafter thereon.

By way of first fixed charge:

- (a) all present and future estates or interests in the Property now or in the future belonging to the Chargor;
- (b) (in so far as it is able to do so) all benefits in respect of all contracts and policies of insurance or indemnities which are from time to time taken out by or on behalf of the Chargor in respect of and relating to the Property or in which the Chargor has an interest, all claims in respect thereof and return of premiums in respect of them;
- (c) the benefit of all present and future licences (statutory or otherwise) held or to be held in connection with the Property or the use of the Property and the right to recover and receive all compensation which may at any time become payable to the Chargor in respect thereof.

Note: - The Legal Charge contains covenants by the Chargor with the Chargee not without the Chargee's prior written consent to: (see continuation sheet)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed



Date 2 April 2007

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
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binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
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bold block lettering*

Company Number

1406599

Name of Company

Crest Nicholson (Chiltern) Limited

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

- (a) create or attempt to create or suffer or permit to subsist any mortgage charge (fixed or floating) pledge hypothecation lien or other security whatsoever over the Property;
- (b) contract or sell or transfer all or any of the Property to any other person subject to or with the benefit of this Charge or to create or allow to arise any trust whereby any other person may be entitled to call for a transfer of the same subject to or with the benefit of the charge created by this Charge;
- (c) grant any lease or agreement for lease or tenancy nor part with possession or occupation of any part of the Property whilst the same remains subject to the Charge;
- (d) exercise the statutory or other power of making leases or accepting or agreeing to accept surrenders of leases;
- (e) part with possession or grant any licence or right to occupy the whole or any part of the Property;
- (f) do or permit or suffer to be done any act or thing or make any omission whereby the Property may become subject to any statutory charge which is or may become binding upon the Chargee or any person deriving title under the Charge;
- (g) otherwise deal with or dispose of the Property contract or purport to do the same in respect of all or any of the Property or suffer to arise any set-off or other third party rights in respect of them.

Amount due or owing on the mortgage or charge (continued)

Please do not
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binding margin

*Please complete
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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 01406599

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 27th MARCH 2007 AND CREATED BY CREST NICHOLSON (CHILTERN) LIMITED FOR SECURING £1,995,000.00 DUE OR TO BECOME DUE FROM THE COMPANY TO LIDL UK GMBH UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd APRIL 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th APRIL 2007.

PDW



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES